

STATE OF NORTH DAKOTA

**DEPARTMENT OF HEALTH
Administrative Support Section
600 East Boulevard Avenue – Dept. 301
Bismarck, ND 58505-0200**

Request For Proposal (RFP)

RFP Title: Contractor for Pandemic Influenza Exercise

RFP Number: 301-611-01

Date of Issue: July 25, 2006

Purpose of RFP: The North Dakota Department of Health, Emergency Preparedness and Response Section, is soliciting bids for development, facilitation and evaluation of a pandemic influenza exercise to be held in each of eight public health regions and five tribal jurisdictions within North Dakota.

Offerors are not required to return this form.

Procurement Officer: Karen Haas
Administrative Support Section - Accounting
North Dakota Department of Health
600 East Boulevard Avenue – Dept 301
Bismarck, ND 58505-0200
Phone: 701.328.3325
Fax: 701.328.4727
E-Mail: khaas@nd.gov

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

- 1.01 Purpose of the RFP
- 1.02 Contact Person, Telephone, Fax Numbers and E-mail
- 1.03 RFP Schedule
- 1.04 Return Mailing Address and Deadline for Receipt of Proposals
- 1.05 Assistance to Offerors with a Disability
- 1.06 Deadline for Receipt of Questions and Objections
- 1.07 Approved Vendor Registration Requirements
- 1.08 Pre-proposal Conference
- 1.09 Amendments to the RFP
- 1.10 News Releases
- 1.11 Notice Provided

SECTION TWO

Background Information

- 2.01 Background Information
- 2.02 Budget

SECTION THREE

Scope and Schedule

- 3.01 Scope of Work
- 3.02 Location of Work
- 3.03 Prior Experience
- 3.04 Federal Requirements
- 3.05 Deliverables

SECTION FOUR

General Contract Information

- 4.01 Contract Term, Extension and Renewal Options
- 4.02 Standard Contract Provisions
- 4.03 Proposal as a Part of the Contract
- 4.04 Additional Terms and Conditions
- 4.05 Supplemental Terms and Conditions
- 4.06 Contract Approval
- 4.07 Contract Changes – Unanticipated Amendments
- 4.08 Indemnification and Insurance Requirements
- 4.09 Taxes and Taxpayer Tax Identification
- 4.10 Proposed Payment Procedures
- 4.11 Contract Funding
- 4.12 Payment Terms
- 4.13 Contract Personnel
- 4.14 Right to Inspect Place of Business
- 4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables
- 4.16 Termination for Default
- 4.17 Open Records Law – Confidentiality
- 4.18 Work Product, Equipment and Material
- 4.19 Independent Entity
- 4.20 Assignment
- 4.21 Disputes – Applicable Law and Venue

SECTION FIVE

Evaluation Criteria and Contractor Selection

- 5.01 Understanding and Methodology of the Project
- 5.02 Management Plan for the Project
- 5.03 Experience and Qualifications

- 5.04 References
- 5.05 Contract Cost

SECTION SIX

Proposal Format and Content

- 6.01 Proposal Format and Content
- 6.02 Introduction
- 6.03 Understanding and Methodology Used for the Project
- 6.04 Management Plan for the Project
- 6.05 Experience and Qualifications
- 6.06 Cost Proposal

SECTION SEVEN

Standard Proposal Information

- 7.01 Authorized Signature
- 7.02 State Not Responsible for Preparation Costs
- 7.03 Conflict of Interest
- 7.04 Offeror's Certification
- 7.05 Offer Held Firm
- 7.06 Amendments to Proposals and Withdrawal of Proposals
- 7.07 Alternate Proposals
- 7.08 Subcontractors
- 7.09 Joint Ventures
- 7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws
- 7.11 Evaluation of Proposal
- 7.12 Right of Rejection
- 7.13 Clarification of Offers
- 7.14 Discussion and Best and Final Offers
- 7.15 Preference Laws
- 7.16 Contract Negotiation
- 7.17 Failure to Negotiate
- 7.18 Notice of Intent to Award – Offeror Notification of Selection
- 7.19 Protest and Appeal

SECTION EIGHT

Attachments

- 8.01 Attachments
 - A. Contract Template
 - B. Format Requirements Form
 - C. Listing of Public Health Regions and Tribal Jurisdictions

1.01

Purpose of the RFP

The North Dakota Department of Health, hereafter known as the purchasing agency, is soliciting proposals for the development, facilitation and evaluation of a pandemic influenza exercise to be held in each of eight public health regions and five tribal jurisdictions in North Dakota (Attachment C).

1.02

Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Karen Haas
PHONE: 701.328.3325
FAX: 701.328.4727
TTY Users call: 711
E-MAIL: khaas@nd.gov

1.03

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: **July 25, 2006**
- Deadline for receipt of questions and objections related to the RFP: **August 4, 2006**
- RFP Due Date: **August 11, 2006**
- Proposal Evaluation Committee evaluation completed by approximately : **August 14, 2006**
- State issues Notice of Intent to Award a Contract approximately: **August 15, 2006**
- State issues contract approximately: **August 23, 2006**
- Contract start: **August 28, 2006**

1.04

Return Mailing Address and Deadline for Receipt of Proposals.

Offerors must submit three copies of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

NORTH DAKOTA DEPARTMENT OF HEALTH
Administrative Support Section – Accounting Div.
Request for Proposal (RFP): Contractor for Pandemic Influenza Exercise
RFP Number: 301-611-01
600 East Boulevard Avenue-Dept. 301
Bismarck, ND 58505-0200

Proposals must be received by the purchasing agency at the location specified no later than **5:00 P.M.**,

CENTRAL Time on **August 11, 2006**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07

Approved Vendor Registration Requirements

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive and its proposal will be rejected.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code **990-29** Disaster Preparedness/Emergency Planning Services.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-registry/bidders-list.htm>. Contact the Vendor Registry Office at 701-328-2773 or infospo@nd.gov for assistance.

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10

News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the purchasing agency.

1.11

Notice Provided

This Request for Proposal and any amendments to the RFP will be posted on the following website:

<http://www.health.state.nd.us//DoH/PublicNotices.aspx>.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

Background information concerning this project is as follows:

The North Dakota Department of Health (NDDoH) receives federal funds from Health and Human Services (HHS) to improve public health and medical response to pandemic influenza outbreaks, other communicable disease outbreaks and response to other large scale disasters. The cooperative agreement with HHS requires that exercises be conducted and that specific data be collected to measure progress towards improvement.

2.02

Budget

Proposals must include a budget that itemizes costs and provides narrative justification for each line item. Projected estimates must be reasonable and realistic.

SECTION THREE SCOPE OF WORK

3.01

Scope of Work Overview

Contractor will:

- a. Develop scenario that meets the parameters and allows for the collection of data specified by the NDDoH.
- b. Develop discussion cues and questions.
- c. Facilitate exercises in eight regions and five tribal jurisdictions.
- d. Complete exercise evaluations utilizing a tool that adequately addresses the exercise objectives.
- e. Develop agency After Action Reports.
- f. Analyze evaluations and individual agency reports.
- g. Prepare final After Action Reports.
- h. Meet three to four times with the planning committee which consists of Department of Health staff, local public health representative and hospital representative during development of exercises for guidance and approval of scenario.
 1. Initial meeting to define goals and objectives and scenario concept.

2. Second meeting to review draft documents (scenario, evaluation tool and After Action Report) and resolve questions.
3. Third meeting to finalize scenario, evaluation tool and After Action Report. Approve any revisions.
4. Fourth meeting, if necessary, to resolve any last-minute changes.
5. Meetings may occur via video conference or teleconference.
6. Make modifications required by the North Dakota Department of Health.

State-Furnished Property/Services

The North Dakota Department of Health will:

1. Provide copies of state/regional emergency response plans and pandemic influenza plans.
2. Provide the lists of stakeholders and potential participants.
3. Provide all electronic audio visual support including public address systems, video/Power Point projectors,
4. Provide final approval of all concepts, agendas, scenarios, evaluation instruments reports and any other documents.
5. Provide staff at the exercises that will make opening remarks, provide subject matter expertise and closing remarks.
6. Meet with contractor for consultation regarding scenario as outlined above.

3.02

Location of Work

The State will not provide workspace for the contractor.

3.03

Prior Experience

Demonstrated experience in Pandemic Influenza exercises for health care and a knowledge of health care systems.

3.04

Federal Requirements

Contractor must meet all applicable federal, state and local requirements.

3.05

Deliverables

The contractor will be required to conduct the following services and provide the following deliverables:

- a. Develop a scenario for natural occurring Pandemic Influenza outbreak exercises with discussion cues and questions that captures the required data elements and is approved by the NDDoH and meets Joint Commission on Accreditation of Healthcare Organizations (JCAHO) requirements for hospital exercises.
- b. Create and distribute to approximately 300 stakeholder organizations specified by the NDDoH marketing materials for the exercises. Electronic distribution of the materials (i.e. email) will be sufficient.
- c. Manage the logistics of securing the facilities, registration of participants, preparation of hand outs, and creation of name badges.
- d. Prepare and set up the exercise rooms
- e. Successfully facilitate exercises in the eight regions and five tribal jurisdictions
- f. Capture the required data specified by the NDDoH
- g. Develop After Action Reports in a format approved by the NDDoH.
- h. Compile exercise evaluations in a format approved by the NDDoH.
- i. Attend all meetings as required by the Department of Health.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term, Extension and Renewal Options

The State intends to enter into a contract period with an effective date beginning August 28, 2006 and ending June 30, 2007.

4.02

Standard Contract Provisions

The successful offeror will be required to sign and submit the contract and requirements form attached to this RFP (Attachments A and B). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated

by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.08

Indemnification and Insurance Requirements

Offerors must review the indemnification and insurance requirements contained in the contract requirements form, Attachment B. The indemnification and insurance requirements will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.09

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov.tax for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information.

4.10

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the invoice have been approved by the project director.

The State will not make any advanced payments before performance by the contractor under this contract.

4.11

Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the State or modified by agreement of both parties in the event funding from

federal, state, or other sources is not obtained and continued at sufficient levels.

4.12

Payment Terms

No payment will be made until the purchasing agency approves the contract.

Payment for services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

4.13

Contract Personnel

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.14

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.15

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.16

Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all or the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the requirements form, (Attachment B).

4.17

Open Records Laws – Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

4.18

Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

4.19

Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.20

Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent.

4.21

Disputes – Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01

Understanding of and Methodology Used for the Project

Twenty-five Percent (25%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] How well has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- [d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?
- [f] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [g] How well is accountability completely and clearly defined?
- [h] Is the organization of the project team clear?

- [i] How well does the management plan illustrate the line of authority and communication?
- [j] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [k] Does it appear that the offeror can meet the schedule set out in the RFP?
- [l] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [m] Is the proposal practical, feasible, and within budget?

5.02

Management Plan for the Project

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the line of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical, feasible, and within budget?

5.03

Experience and Qualifications

Twenty Percent (20%) of the total possible points will be assigned to this criterion.

No points will be awarded for meeting the minimum amount of experience or qualifications. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

Questions regarding the personnel.

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm.

- [d] Has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided letters of reference from previous clients?
- [g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

5.04

References

Five Percent (5%) of the total possible points will be assigned to this criterion.

Although references are assigned 5% of the total point value, references which are not all minimally satisfactory, reflecting good quality work, will result in exclusion of the proposal from further consideration. References which exceed the minimum will result in additional points being awarded.

- [a] What was the overall impression of references – satisfactory (good), high, or exceptional?
- [b] Were references consistent?

5.05

Contract Cost

Forty Percent (40%) of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding and Methodology Used for the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions and set out the methodology it intends to employ. Offerors must also identify any pertinent issues and potential problems related to the project and illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

6.04

Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule.

6.05

Experience and Qualifications

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours of work planned for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractor will perform. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.06

Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held firm

Proposals must remain open and valid for at least 90 DAYS from the deadline specified for submission of proposals. In the event award is not made within 90 DAYS, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Alternate Proposals

Offerors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what is requested) will be rejected.

7.08 Subcontractors

Subcontractors will be allowed.

7.09 Joint Ventures

Joint ventures will not be allowed.

7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee of at least three individuals will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after the initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

7.16

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at:

North Dakota Department of Health
Administrative Support, State Capital
Room 202
600 East Boulevard Ave. – Dept. 301
Bismarck, ND

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17

Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.19

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01

Attachments

- A Contract Template
- B. Requirements Form
- C. Listing of Public Health Regions and Tribal Jurisdictions

PSA No.		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 Purchase of Service Agreement	
Budget Period From:	Through:		
Title of Project/Program:		Health Dept. Grant Code:	
Contractor Name and Address: Contact Name: Telephone:		North Dakota Department of Health Program Director: Telephone:	
Financial Information	Health Dept. Share	Contractor Share Required	Total Project Costs
Amount of Financial Assistance	\$0	\$0	\$0
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$0	\$0	\$0
All contract payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.			
Scope of Service:			
Reporting Requirements:			
Special Conditions:			
Remarks:			
This award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements for Purchase of Service Agreement issued by ND Dept. of Health signed by Contractor (2) applicable Federal and State regulations.			
This contract is not effective until fully executed by both parties.			
Evidence of Contractor's Acceptance		Evidence of Departmental Acceptance	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative	

SFN53772

REQUIREMENTS FOR PURCHASE OF SERVICE AGREEMENT NUMBER _____
ISSUED BY THE DEPARTMENT OF HEALTH TO

Contractor Name

Street address

City, Zip code

- I. Confidentiality: Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without the express written consent of the Department of Health, unless that disclosure is expressly authorized by the Purchase of Service Agreement, or expressly authorized by North Dakota or Federal law. The duty to maintain confidentiality continues beyond the term of the Purchase of Service Agreement or any extensions or renewals of the Purchase of Service Agreement.
- II. Evaluation: The Department of Health shall, throughout the effective dates on the Purchase of Service Agreement, conduct an ongoing evaluation of the Contractor's performance in carrying out the Scope of Service as stated in the Purchase of Service Agreement. Compliance with Requirements for Purchase of Service Agreement will also be monitored. Such evaluation may include, but not be limited to, periodic site visits by Department of Health representatives to review progress made by the Contractor in accomplishing stated goals/objectives.
- III. Merger and Modification: The Purchase of Service Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in the Purchase of Service Agreement. The Purchase of Service Agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.
- IV. Authority to Contract: The Contractor shall not have authority to contract for or on behalf of, or incur obligations on behalf of the Department of Health.
- V. Subcontracts: Subcontracts will be allowed under this Purchase of Service Agreement.
- VI. Indemnity Required for Private Entity: Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of the Purchase of Service Agreement, except for claims resulting from or arising out of the State's sole negligence. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the Purchase of Service Agreement.

Indemnity Required for State/Political Subdivisions: Department of Health and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of the Purchase of Service Agreement.
- VII. Independent Contractor: It is agreed by the parties hereto that the Contractor in performing the duties under the Purchase of Service Agreement is functioning as an independent Contractor and the arrangements between the parties hereto in no way shall be construed as giving rise to an employer/employee relationship.
- VIII. Insurance: Contractor shall secure and keep in force during the term of the Purchase of Service

Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and, 3) workers' compensation insurance covering any and all claims of any nature which may in any manner arise out of or result from the Purchase of Service Agreement. The minimum limits of insurance coverage required are:

Political Subdivisions: Commercial general and automobile liability
\$250,000 per person
\$500,000 per occurrence
Statutory limits for workers' compensation

Private Entity: Commercial general and automobile liability
\$250,000 per person
\$1,000,000 per occurrence
Statutory limits for workers compensation. In addition, an "all states endorsement" covering claims outside the state of North Dakota if any of the services provided under the Purchase of Service Agreement involve work outside the state of North Dakota.

State Agency: Commercial general liability
\$250,000 per person
\$1,000,000 per occurrence

- IX. Copyright: The Department of Health maintains the right to copy or reproduce any materials created or produced as part of the Scope of Services of the Purchase of Service Agreement.
- X. Record Maintenance and Ownerships: All reports, interim and/or final outputs, slides, tapes and other data or information developed pursuant to the Purchase of Service Agreement shall become the mutual property of the parties to the Purchase of Service Agreement, without restriction or limitation upon their uses. Client records shall be maintained in accordance with the Privacy Act of 1974 (Public Law 93-579), Freedom of Information Act, and the Health Insurance Portability and Accountability Act of 1996(HIPAA).
- XI. Record Retention: The Contractor hereby agrees to maintain financial records, supporting documents, statistical records, and other pertinent records for a period of at least three (3) years from the annual or final report of expenditures or until audit is completed and findings resolved. Contractor further agrees that all such records may be examined by the North Dakota State Auditor or the Auditor's designee.
- XII. Termination of Purchase of Service Agreement: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the Purchase of Service Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations to these requirements the Department of Health shall thereupon have the right to terminate the Purchase of Service Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination.

The Purchase of Service Agreement may be cancelled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention (15) fifteen days prior to the date of cancellation setting forth the reasons and conditions of said termination. In case of termination (partial or complete), payments to the Contractor or recovery of funds by the Department of Health shall be in accordance with the legal rights and liabilities of both parties

The Department of Health may also terminate the Purchase of Service Agreement if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for funding of the grant, this determination to be made in the sole discretion of the Department of Health. The Purchase of Service Agreement may be modified by agreement of the parties in writing to accommodate a reduction in funds.

The Purchase of Service Agreement may also be terminated by the Department of Health, in its sole discretion, if federal or state laws or rules are modified or interpreted in such a way that the grant or the

services or items to be obtained as a result of the grant are no longer eligible for the funding that has been proposed for this grant, or if any license, permit, or certificate required by law, rule or the terms of this contract to be possessed or obtained by the Contractor is for any reason denied, revoked or not renewed.

In the event, all finished or unfinished documents, data, and reports prepared by the Contractor shall, at the option of the Department of Health, become the property of the Department of Health and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

- XIII. Special Conditions: The Contractor shall meet all other applicable special conditions as specified in the Purchase of Service Agreement.
- XIV. Applicable Law: The Purchase of Service Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any dispute resulting in an action to enforce the Purchase of Service Agreement must be brought in the District Court of Burleigh County, North Dakota.
- XV. Severability: If any term of the Purchase of Service Agreement is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms shall not be affected.
- XVI. Assignments: Contractor may not assign or otherwise transfer or delegate any right or duty without the Department of Health's express written consent. Contractor may subcontract grant funds under the terms of the grant and applicable laws, as specified in paragraph V.
- XVII. Notices: All notices or other communication required under the Purchase of Service Agreement shall be given by United States mail and are complete on the date received when addressed to the parties at the addresses contained on the Purchase of Service Agreement.
- XVIII. Open Records Law: Contractor understands that, except for disclosures prohibited by Paragraph I and the duties contained in Paragraph X, the Department of Health must disclose to the public upon request any records it receives from the Contractor. Contractor further understands that any records it generates or obtains under this contract, except as specified in Paragraphs I and X, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact the Department of Health by phone upon receiving a request for information under the open records law and to comply with the Department's instructions on how to respond to the request.

APPROVED:

Name of Contractor

Signature

Title

Date

Employer Identification Number

Local Public Health Regions

1. Southeast Central Region – Stutsman, Barnes, Foster, Logan, LaMoure, McIntosh, Dickey and Wells Counties.
2. Southeast Region –Steele, Traill, Ransom, Sargent, Richland and Cass Counties
3. Northeast Central Region – Rolette, Towner, Pierce, Benson, Ramsey, Cavalier, and Eddy Counties
4. Northwest Region – Divide, Williams, Mountrail and McKenzie Counties
5. Northeast Region –Pembina, Walsh, Nelson, Griggs and Grand Forks Counties
6. Southwest Central Region – Mercer, Oliver, Morton, Burleigh, Kidder, Sioux, Emmons and Grant Counties
7. Southwest Region – Golden Valley, Billings, Dunn, Stark, Bowman, Slope, Hettinger and Adams Counties
8. Northwest Central Region – McLean, Ward McHenry, Burke, Renville, Bottineau and Sheridan Counties

Tribal Health Jurisdictions

1. Spirit Lake Sioux Nation
2. Three Affiliated Tribes
3. Trenton Indian Services Area
4. Standing Rock
5. Turtle Mountain Chippewa